

BRIAN SANDOVAL  
*Governor*

STATE OF NEVADA



BRUCE BRESLOW  
*Director, Business & Industry*

ANDREW J. MACKAY  
*Chairman*

MONICA B METZ  
*Commissioner*

GEORGE ASSAD  
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY  
**NEVADA TRANSPORTATION AUTHORITY**

**MINUTES OF THE February 27, 2014 GENERAL SESSION**

**AGENDA**

**1. Call to Order**

*Chairman Andrew J. MacKay called the meeting to order at 9:35a.m.*

**2. Roll Call**

*Present in Las Vegas: Chairman Andrew J. MacKay, Commissioner Monica B Metz, Commissioner George Assad, Administrative Attorney James Day, Applications Manager Liz Babcock, Financial Analyst Yvonne Shelton, Financial Analyst Lidia Aronova, Chief of Enforcement Michael Bradford, and Senior Deputy Attorney General David Newton. Present in Reno: Deputy Commissioner Marilyn Skibinski.*

**3. Pledge of Allegiance**

*Chairman MacKay led a recital of the Pledge.*

**4. Public Comment:**

*None.*

**5. Approval of Agenda**

*Administrative Attorney Jim Day requested Item 55 be removed and reset for hearing and that Item 47 initials reflect AJM. Applications Manager Liz Babcock requested Item 93 be trailed if necessary, per Jim Jimmerson, Esquire request. Approved as modified 3-0.*

**6. Approval of the Minutes of the January 23, 2014 General Session**

*Approved 3-0.*

**7. Briefings from the Commissioners**

*Commissioner Assad commended Staff on work done for current Agenda. Commissioner Metz noted the number of citation orders on this Agenda and thanked the entire Authority Staff for their efforts to get them processed in a timely manner. Chairman MacKay thanked Gina Reynolds for stepping in to cover for an absent Reno staff member and continuing to maintain her own workload. Chairman MacKay also thanked Charles Harvey, Taxicab Authority for lending the Authority audio visual equipment for the meeting tomorrow.*

## **8. Briefing from the Deputy Commissioner**

*Deputy Commissioner Skibinski stated the annual report forms are available on the website and requested the carriers please submit in a timely fashion. She extended her congratulations to Lee's Tour and Travel, Bulldog Towing, Max Towing on obtaining their certificates and Champion Movers on their expansion. Ms. Skibinski reported that with respect to drivers permitting, the FBI accounts are open and that she is working on the final stages of the database, which will have a trial run this week.*

## **9. Report of Legal Counsel**

*Senior Deputy Attorney General Newton stated nothing to report.*

### **ADMINISTRATIVE CITATIONS AND IMPOUNDMENTS**

*Items 10 through 79, with the exception of Items 21, 27 and 55 were considered collectively. Approved 3-0.*

**10. Citation 14175** issued to Ezra Anderson for violations of NRS 706.386 and NRS 706.758. (AJM)

**11. Citation 16299** issued to Istvan Keller for a violation of NAC 706 as amended by LCB File No. R127-07. (AJM)

**12. Citation 16440** issued to Mohammed Kazi for violations of NAC 706.376 and NAC 706.247/49 CFR 391.41. (AJM)

**13. Citation 16445** issued to Stepan Grigorian/SG Pro Moving and Cleaning for violations of NRS 706.386 and NRS 706.758. (AJM)

**14. Citation 16453** issued to Oscar Barajas-Gonzalez for violations of NRS 706.386 and NRS 706.758. (AJM)

**15. Citation 16468** issued to Eron Holley for violations of NRS 706.386 and NRS 706.758. (AJM)

**16. Citation 16505** issued to Connie Capps-Laclare for a violation of NAC 706 as amended by LCB File No. R127-07. (AJM)

**17. Citation 16506** issued to Danny Lunsford for a violation of NAC 706.234. (AJM)

**18. Citation 16509** issued to Tim Ketchum for a violation of NAC 706.234. (AJM)

**19. Citation 16511** issued to Rodolfo Villa for a violation of NAC 706.234. (AJM)

**20. Citation 16519** issued to Mohammad Uddin for a violation of NAC 706.234. (AJM)

**21. Citation 16520** issued to Dwayne Gunter for a violation of NAC 706.234. (AJM)

*Mr. Gunter appeared and stated disagreement with the Hearing Officers findings. Chairman MacKay indicated the Order stands as written. Approved 3-0.*

**22. Citation 16782** issued to Colonial Van and Storage for violation of NRS 706.285. (AJM)

**23. Impound 2233** The impoundment pursuant to NRS 706.476 of a vehicle registered to Penske Truck Rentals. (AJM)

**24. Impound 2220 and Citation 16512** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 16512 issued to Dependable Tow, Inc. for violations of NRS 706.386 and NRS 706.758. (AJM)

**25. Impound 2221 and Citation 16444** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 16444 issued to Thomas Lasky for violations of NRS 706.386 and NRS 706.758. (AJM)

**26. Impounds 2222 and 2223 and Citation 16516** The impoundment pursuant to NRS 706.476 of vehicles registered to and Citation 16516 issued to David McCulloch/Elite Taxi for violations of NRS 706.386 and NRS 706.758. (AJM)

**27. Impound 2224 and Citation 16786** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 16786 issued to Daniel O'Connor for violations of NRS 706.386 and NRS 706.758. (AJM)

*Mr. O'Connor appeared and stated his intent to obtain legal counsel. Chairman MacKay agreed to postpone the matter until the next subsequent Agenda meeting. Item tabled 3-0.*

**28. Impound 2236 and Citation 16521** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 16521 issued to Lakeshore Taxi, LLC for violations of NRS 706.386 and NRS 706.758. (AJM)

**29. Citation 16309** issued to Edgar Garcia-Arciga for violations of NRS 706.386 and NRS 706.758. (GA)

**30. Citations 16658 and 16661** issued to Clonda Brittman for violations of NAC 706.228 (2 counts) and NAC 706 as amended by LCB File No. R127-07. (GA)

**31. Citations 16663 and 16693** issued to Michael Mojo for violations of NAC 706.228 as amended by LCB File No. R127-07 (2 counts). (GA)

**32. Citation 16691** issued to Samuel Azeke for a violation of NAC 706.228. (GA)

**33. Citation 16700** issued to Anthony Lale for a violation of NAC 706.228. (GA)

**34. Citation 16705** issued to Felipe Santana for a violation of NAC 706.228. (GA)

**35. Citation 16753** issued to Osaretin Uwaifo for violation of NAC 706.228 and NAC 706.247/49 CFR 391.41. (GA)

**36. Citation 16757** issued to Sashir Daahir for a violation of NAC 706.228. (GA)

**37. Citations 16857 and 16860** issued to Antonio Dougherty for violations of NAC 706.228 and NAC 706.247/49 CFR 391.41. (GA)

**38. Citation 16889** issued to Clint Garnett for violations of NRS 706.386 and NRS 706.758. (GA)

**39. Impound 1595** The impoundment pursuant to NRS 706.476 of a vehicle registered to Edgar Garcia Arciga. (GA)

- 40. Impound 2032** The impoundment pursuant to NRS 706.476 of a vehicle registered to PV Holding Corp. /Avis. (GA)
- 41. Impound 2262** The impoundment pursuant to NRS 706.476 of a vehicle registered to Ruay Lerspreuks. (GA)
- 42. Impound 2268** The impoundment pursuant to NRS 706.476 of a vehicle registered to Marianne Donnelly. (GA)
- 43. Citation 16673** issued to Robert D'Apice for violations of NRS 706.386 and NRS 706.758. (MBM)
- 44. Citation 16760** issued to Alex Kidane for a violation of NRS 706.386. (MBM)
- 45. Citation 16866** issued to Alessandro Lavecchia for a violation of NRS 706.386. (MBM)
- 46. Impound 2082** The impoundment pursuant to NRS 706.476 of a vehicle registered to Carlos Lavecchia. (MBM)
- 47. Impound 2235** The impoundment pursuant to NRS 706.476 of a vehicle registered to Budget Truck Rental. ~~(MBM)~~ **(AJM)**
- 48. Impound 2266** The impoundment pursuant to NRS 706.476 of a vehicle registered to Mark Wellington. (MBM)
- 49. Impound 2267** The impoundment pursuant to NRS 706.476 of a vehicle registered to Letha Karen Biles. (MBM)
- 50. Impound 1597 and Citation 16881** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 16881 issued to Lisa Bulich for violations of NRS 706.386 and NRS 706.758. (MBM)
- 51. Impound 2256 and Citation 16853** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 16853 issued to Zachary Williams for violations of NRS 706.386 and NRS 706.758. (MBM)
- 52. Impound 2259 and Citation 16852** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 16852 issued to Steven Repp-Brown for violations of NRS 706.386 and NRS 706.758. (MBM)
- 53. Impound 2263 and Citation 16867** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 16867 issued to Gregory Ricci for violations of NRS 706.386 and NRS 706.758. (MBM)
- 54. Citation TA 8-00046604** issued to Tsadok Zizi for violations of NAC 706.329 and NAC 706.228. (MBM)

**55. Citation 14160** issued to Edward Loudenclos III for violations of NRS 706.386 and NRS 706.758.

*This item was removed from the Agenda prior to consideration.*

56. **Citation 16337** issued to Abraham Limo Service, Inc. for violation of NAC 706.311 (8664 counts) and NAC 706.247/49 CFR 395.1(e) (363 counts).
57. **Citation 16342** issued to 7 Wheel Wonders for a violation of NRS 706.386.
58. **Citation 16344** issued to Tow Guys Inc. for a violation of NRS 706.44793.
59. **Citation 16360** issued to CLS of Nevada, LLC for violation of NRS 706.465 (17 counts).
60. **Citation 16446** issued to Scott Rowan for a violation of NAC 706.376.
61. **Citation 16473** issued to Clinton E. Woodhams for violations of NRS 706.386 and NRS 706.758.
62. **Citation 16488** issued to Big Bus Tours/Open Top Sightseeing for a violation of NRS 706.285.
63. **Citation 16499** issued to Lostra Brothers Towing for a violation of NRS 706.4467.
64. **Citation 16503** issued to Edward Pollard for a violation of NAC 706 as amended by LCB File No. R127-07.
65. **Citation 16508** issued to Peggy Loeffelmacher for a violation of NAC 706.234.
66. **Citation 16517** issued to Ivo Toman for a violation of NAC 706.234.
67. **Citation 16696** issued to Adrian Guastavino for a violation of NAC 706.228.
68. **Citation 16726** issued to Aquarius Towing for a violation of NAC 706 as amended by LCB File No. R075-08(3) (2 counts).
69. **Citation 16728** issued to Executive Las Vegas for a violation of NAC 706.170 (2 counts).
70. **Citation 16751** issued to Edward Espinoza for a violation of NAC 706.228.
71. **Citation 16752** issued to Quinn Mack for violations of NAC 706.228 and NRS 706.311.
72. **Citation 16779** issued to Welcome's Auto Body for a violation of NRS 706.285.
73. **Citation 16783** issued to PODS of Northern Nevada for a violation of NRS 706.285.
74. **Citation 16851** issued to Ali Robso for a violation of NAC 706.234.
75. **Citation 16858** issued to Jesus Madriz for a violation of NAC 706.228.
76. **Citation 16859** issued to Darren Purrier for a violation of NAC 706.228.
77. **Citation 16876** issued to Yonnas Yesasa for a violation of NAC 706.311.
78. **Citations 16879 and 16880** issued to Tow Guys, Inc. for violations of NAC 706.420, NRS 706.4467 and NRS 706.44793.

**79. Citations 16884 and 16885** issued to City Wide Towing for violations of NAC 706.311 (2 counts) and NRS 706.44796.

**APPLICATIONS FOR CERTIFICATES OF PUBLIC CONVENIENCE AND  
NECESSITY TO PROVIDE TOW CAR SERVICE**

**80. Docket 13-07035** The Application of AllValley, LLC d/b/a Code Blue Towing for a certificate of public convenience and necessity (hereinafter "CPCN") to provide tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (MBM)

*Applications Manager Liz Babcock summarized the Application and indicated Staff support. Applicant appeared and thanked Staff. Commissioner Metz noted the time keeping method to be by time clock. Approved 3-0.*

**81. Docket 13-10010** The Application of Dawn Bell d/b/a Bell Towing for a CPCN to provide tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (MBM)

*Applications Manager Liz Babcock summarized the Application, stated the Applicant would be performing consent only tows, and indicated Staff support. Approved 3-0.*

**82. Docket 13-11017** The Joint Application of Norm Chamberlin and John Baker for authority to sell and transfer and of Gary Iacopucci to purchase and acquire 66.6% of GDT Nevada, LLC d/b/a Fallon Towing & Recovery, a carrier authorized to provide tow car service by tow car vehicle within the State of Nevada under CPCN 7101, Sub 1. Staff investigation concluded. (AJM)

*Chairman MacKay summarized the Application. Applications Manager Liz Babcock indicated Staff support. Approved 3-0.*

**83. Docket 13-11019** The Joint Application of Main Gate, LLC d/b/a Titan Towing for authority to sell and transfer and of XYZ Towing, Inc. d/b/a Titan Towing to purchase and acquire the authority to provide tow car service within the State of Nevada granted under CPCN 7257, Sub 1. Staff investigation concluded. (MBM)

*Commissioner Metz indicated the buyer is a current certificated carrier. Applications Manager Liz Babcock indicated Staff support. Yelena Protopopova was present on behalf of the sellers. Approved 3-0.*

**84. Docket 14-02016** The temporary discontinuance from February 14, 2014 through August 14, 2014 of services provided by Yunior Lopez Reyes d/b/a Yunior's Towing under CPCN 7290. Staff investigation concluded.

*Chairman MacKay summarized the matter. Approved 3-0.*

**APPLICATIONS FOR CERTIFICATES OF PUBLIC CONVENIENCE AND  
NECESSITY TO PROVIDE CHARTER BUS SERVICE**

**85. Docket 13-11024** The Application of Khan Transportation, Inc. d/b/a Vegas Mobile VIP for a CPCN to provide charter bus service within the State of Nevada. Staff investigation concluded. (MBM)

*Commissioner Metz summarized and indicated that no hearing was requested. She also stated a protest was filed February 26, 2014 by Kimberly Maxson-Rushton, Esquire for the Livery Operators Association (LOA). Applications Manager Liz Babcock summarized the Application and indicated Staff support. Commissioner Assad requested the item be tabled until after the workshop being held February 28, 2014, stating safety concerns. Don and Nyan Sorensen were present on behalf of the Applicant. Jamie Kent, Esquire was present on behalf of the Applicant. A discussion ensued with regard to the safety concerns. Approved 2-1 with Commissioner Assad opposed.*

- 86. Docket 14-01025** The temporary discontinuance from January 28, 2014 through February 11, 2014 of services provided by CLS Nevada, LLC d/b/a CLS Transportation, Las Vegas under CPCN 2066, Sub 1. Staff investigation concluded.

*Applications Manager Liz Babcock stated the Applicant had submitted a request to extend the temporary discontinuance to March 11, 2014. Approved as written 3-0.*

### **VOLUNTARY CANCELLATIONS**

- 87. Docket 14-01018** The voluntary cancellation by Let's Go Tours, LLC d/b/a Grand Tours of CPCN 2148. Staff investigation concluded.

*Chairman MacKay summarized the Request. Approved 3-0.*

- 88. Docket 14-02002** The voluntary cancellation by A-1 Towing & Storage, Inc. of CPCN 7110, Sub 1. Staff investigation concluded.

*Chairman MacKay summarized the Request. Approved 3-0.*

### **PETITIONS TO DEVIATE/PETITION FOR REMOVAL FROM INELIGIBLE DRIVER LIST**

- 89. Docket 14-02014** Petitioner Carlos De Leon seeks deviation from NAC 706.229, in that he wishes to be deemed eligible to be hired as a limousine driver despite his failure to appear at a citation hearing where he was found in violation of a provision of NAC 706 (Citation 16619).

*Jamie Kent, Esquire appeared on behalf of Mr. DeLeon and summarized the Request. Approved for removal from ineligible list 3-0.*

- 90. Docket 14-02015** Petitioner Daniel Welde-Mariam seeks deviation from NAC 706.229, in that he wishes to be deemed eligible to be hired as a limousine driver despite his failure to appear at a citation hearing where he was found in violation of a provision of NAC 706 (Citation 16118).

*Mr. Welde-Mariam appeared and stated he had paid the fines and requested his name be removed. Approved for removal from ineligible list 3-0.*

- 91. Docket 14-02017** Petitioner David A. Wasihun seeks deviation from NAC 706.229, in that he wishes to be deemed eligible to be hired as a limousine driver despite his failure to appear at a citation hearing where he was found in violation of a provision of NAC 706 (Citation TA 8-00024380).

*Mr. Wasihun appeared and stated he had paid the fines and requested his name be removed. Approved for removal from ineligible list 3-0.*

### **FINANCIAL RATES AND TARIFFS**

- 92. Docket 13-12002** The Application of Earth Limousines, LLC d/b/a Earth Limos for approval of a tariff rate modification for charter limousine services conducted under CPCN 1108. Staff investigation concluded.

*Lou Castro appeared on behalf of the Applicant. Financial Analyst Lidia Aronova summarized the request and procedural history. Kimberly Maxson-Rushton, Esquire appeared on behalf of the LOA and stated their opposition. Jay Nady, A Cab, stated his opinion with regard to the vehicle type. John Marushok appeared on behalf of Frias Transportation. A discussion ensued with regard to the vehicle type/minimum rate. Current tariff rate affirmed at \$35.00. Approved 3-0.*

**93. Docket 13-12007** The Application of Integrity Taxi, LLC for approval of a tariff rate modification for taxicab and special services conducted under CPCN 1121. Staff investigation concluded. *Chairman MacKay summarized the Application. Jim Jimmerson, Esquire appeared on behalf of the Applicant. Kimberly Maxson-Rushton, Esquire appeared on behalf of the LOA and stated they would withdraw their objection to Page 6 subsection 6 and agree to a one way \$120.00 rate from Pahrump to McCarran Airport with deadhead return. Approved as modified 3-0.*

**94. Docket 14-01020** The Application of AWG Ambassador, LLC operated by SuperShuttle of Las Vegas, LLC for approval of a tariff rate modification for airport transfer and special services conducted under CPCN 1089, Sub 2. Staff investigation concluded. *Considered collectively with Item 95.*

**95. Docket 14-01021** The Application of AWG Ambassador, LLC operated by SuperShuttle of Las Vegas, LLC for approval of a tariff rate modification for airport transfer and special services conducted under CPCN 2055, Sub 2. Staff investigation concluded. *Items 94 and 95 considered collectively. Financial Analyst Lidia Aronova summarized the Applications and indicated Staff support. Commissioner Metz questioned the vehicle capacity and liability limitations. Kimberly Maxson-Rushton, Esquire appeared on behalf of the Applicant. Approved 3-0.*

**96. Docket 14-01030** The Application of Lostra Brothers Towing and Wreck Recovery Service, LLC for approval of a tariff rate modification for tow car services conducted under CPCN 7146. Staff investigation concluded. *Financial Analyst Lidia Aronova summarized the Application and indicated Staff support. Approved 3-0.*

**97. Docket 14-02006** The Application of Airline Limousine Corporation d/b/a Airline Shuttle Corp for approval of a tariff rate modification for special services conducted under CPCN 2050, Sub 4. Staff investigation concluded. *Financial Analyst Lidia Aronova summarized the Application and indicated Staff support. John Marushok and Terry Flink appeared on behalf of the Applicant. Approved 3-0.*

**98. Docket 14-02009** The Application of Las Vegas Limousines, Inc. for approval of a tariff rate modification for charter limousine and airport transfer services conducted under CPCN 2258, Sub 5. Staff investigation concluded. *Financial Analyst Lidia Aronova summarized the Application and indicated Staff support. John Marushok and Terry Flink appeared on behalf of the Applicant. Applicant requested the \$44.00 rate to be effective March 17, 2014. Approved as modified 3-0.*

**99. Docket 14-02013** The Application of Sunrise Plaza Transportation of Nevada for approval of a tariff rate modification for airport transfer and special services conducted under CPCN 2028, Sub 1. Staff investigation concluded. *Financial Analyst Lidia Aronova summarized the Application and indicated Staff does not support the rates submitted. Brian Boggess, Esquire appeared on behalf of the Applicant. Bob Terakawa appeared on behalf of Sunrise Plaza Transportation. A discussion ensued with an explanation of rates requested and reasoning behind them. Approved 3-0.*

#### **APPLICATIONS FOR FULLY REGULATED CARRIERS**

**100. Docket 11-04019** The Application of Rizan Enterprises, LLC d/b/a GIS Limousines for a CPCN to provide charter limousine service within the State of Nevada. In light of the Authority's prior conditional final Order (entered at the December 2013 General Session) being rendered a nullity due to the operative condition not being met, the Authority will consider issuing a new



compliance Order and/or dismissing the Application. The Authority will also consider the Applicant's Motion to re-open the hearing for further proceedings. (MBM)

*Commissioner Metz briefly summarized the procedural history. Jamie Kent, Esquire appeared on behalf of the Applicant and requested the Authority re-open the matter to present additional information. Louis Csoka, Esquire appeared on behalf of the Intervenor, LOA, and requested the Application be dismissed. A brief discussion ensued. Deny Motion to Reopen; Find Applicant unable to comply with compliance item in final Order; Dismiss Application; and Issue new order Approved 3-0.*

**101. Docket 13-01014** The Joint Application of Kellie McKinley for authority to sell and transfer and of Karen Honda and Ken Scollan to purchase and acquire 35% of Seiji, LLC d/b/a Seiji Limousine, a carrier authorized to provide charter limousine and scenic tour service within the State of Nevada under CPCN 1111, Sub 1. To determine the Authority's position as to whether the Application is acceptable without the transferor's signature and, if deemed acceptable, to consider the Application. Staff investigation concluded. (AJM)

*Brian Hardy, Esquire appeared on behalf of Kellie McKinley and indicated a signature was obtained. Chairman MacKay indicated there would be no change to the daily operations. Application Approved 3-0.*

### **APPEAL FROM TAXICAB AUTHORITY DECISION**

**102. Docket 13-09012** The Appeal pursuant to NAC 706.9914 by David Kingsley from the Order of the Taxicab Authority dated September 10, 2013 and titled "In the Matter of the Appeal of David Kingsley, TA Permit No. 20872, Regarding Taxicab Authority Citation No. 43736." (AJM)

*Chairman MacKay summarized the procedural history of the matter before the Authority. Esther Rodriguez, Esquire appeared on behalf of A Cab and stated their position. Jay Nady appeared on behalf of A Cab. Deputy Attorney General Ryan Sunga appeared on behalf of the Taxicab Authority and stated the position of the Taxicab Authority.*

*Taxicab Authority decision affirmed predicated on standing or lack thereof, order to be completed by March 10, 2014. Approved 3-0*

### **ORDER TO SHOW CAUSE**

**103. Docket 14-02010** The Order to Show Cause issued to Roadrunner, Inc. dba Raine Family Towing as to why CPCN 7300 should not be revoked. (MBM)

*Commissioner Metz summarized the procedural history, indicated the steps the carrier has taken to correct the deficiencies, and stated that she did not recommend the revocation of the CPCN at this time. Motion that CPCN 7300 not be revoked approved 3-0.*

### **DISCUSSION ITEMS**

**104.** The Authority will discuss requirements for custody and maintenance of driver qualification files for owner-drivers, including but not limited to whether an owner-driver can be the responsible party for receipt of drug testing results.

*Applications Manager Liz Babcock summarized the concerns of the Authority with sole proprietor-type operations. Senior Deputy Attorney General Newton proposed the carrier sign a release to allow the drug testing company provide the Authority with a copy of the results in the event of a positive test. A discussion ensued with regard to implementing the policy for current certificate holders. Item tabled until the next subsequent agenda meeting 2-0.*

**105.** The Authority will discuss standards for assessing a charter bus carrier's compliance with the requirement to post and file with the Authority a schedule of its rates (see NAC 706.320, NAC 706.321, NRS 706.321, and NRS 706.346).

*Commissioner Metz summarized the item. Tony Clark appeared on behalf of Nevada Bus Limo Association (NBLA) as the organization's President and on behalf of 24/7 Limousines as the carrier's owner and questioned the delineation of rates on each vehicle. Commissioner Metz stated rates must be specific to vehicle. (See Item 105 attachment) Kimberly Maxson-Rushton, Esquire echoed Commissioner Metz's comments. A discussion ensued with regard to whether a range of rates constitutes a tariff and the number of variable rates that could be available. Jamie Kent, Esquire stated the carriers wanted the ability to maintain a range of rates. \*\* Motion that the Authority require specific charter bus rates in accordance with NRS 706.463 approved 3-0. \*\**

**106.** The Authority will discuss whether certain movers of household goods contained within containers are exempt from Nevada regulatory oversight based upon claims of federal preemption. *Kim Mann, Esquire was present on behalf of PODS. Scott Scherer, Esquire was present on behalf of PODS of Northern Nevada. Senior Deputy Attorney General Newton offered the opinion that PODS is outside the definition of household good movers set forth in NRS 706, but the exclusion only applies to the transportation aspect, not to the warehousing aspect. Motion – It is the Authority's position that containers are exempt from Nevada regulation as long as container carrier is not packing and loading container – Approved 3-0.*

**107. Public Comment**

*3:30p.m. John Marushok, Frias, LVL, ASC presented information from Uber/Cosmopolitan (See attached Item 107). Stated concerns with the transportation being offered. Indication from Senior Deputy Attorney General Newton that it should be placed on a subsequent agenda for discussion.*

**108. Adjournment**

*Meeting adjourned at 4:30 p.m.*

In re Authority Investigation into )  
the Impact of Section 4016 of the )  
Transportation Equity Act for the )  
21st Century upon Nevada )  
Transportation Law )

Docket No. 98-8002

**NOTICE OF IMPACT OF SECTION 4016**  
**OF TEA 21**

On June 9, 1998, the President signed into law the Transportation Equity Act for the 21st Century, commonly referred to as "TEA 21". This legislation, among other things, created a preemption of some, but not all, state regulation of the charter bus industry.

At a regularly scheduled Agenda Meeting of the Transportation Services Authority of Nevada (the 'Authority') on August 12, 1998, the Authority initiated an investigatory docket to examine the impact of TEA 21 upon its existing statutes and regulations. The Authority designated this investigation as Docket No. 98-8002. In connection with this investigation, the Authority conducted workshops on September 15 and 18, 1998. At these workshops, comments were received from numerous members of the charter bus industry and the public.

Based upon input gathered at the above-referenced workshops, the Authority, at a regularly scheduled Agenda Meeting held on September 29, 1998, voted to issue this Notice of Impact of Section 4016 of TEA 21 to inform all interested and affected parties and members of the motor carrier industry of the following changes in the Authority's jurisdiction of the motor carrier industry as it related to intrastate charter bus service:

1. Section 4016 of TEA 21 reads as follows:

*Section 14501(a) is amended to read as follows:*

*(a) MOTOR CARRIERS OF PASSENGERS --*

*(1) LIMITATION ON STATE LAW -- No State or political subdivision thereof and no interstate agency or other political agency of 2 or more States shall enact or enforce any law, rule, regulation, standard, or other provision having the force and effect of law relating to --*

- (A) scheduling of interstate or intrastate transportation (including discontinuance or reduction in the level of service) provided by a motor carrier of passengers subject to jurisdiction under subchapter 1 of chapter 135 of this title on a interstate route;*
- (B) the implementation of any change in the rates for such transportation*

or any charter transportation except to the extent that notice, not in excess of 30 days, of changes in schedules may be required; or (C) the authority to provide intrastate or interstate charter bus transportation.

*This paragraph shall not apply to intrastate commuter bus operations.*

(2) **MATTERS NOT COVERED** – Paragraph (1) shall not restrict the safety regulatory authority of a State with respect to motor vehicles, the authority of a State to impose highway route controls or limitations based on the size or weight of the motor vehicle, or the authority of a State to regulate carriers with regard to minimum amounts of financial responsibility relating to insurance requirements and self-insurance authorization.

2. The Conference Committee Report regarding Section 4016 clarifies that this provision does not limit a state's ability to regulate taxicab service or limousine livery service.
3. 49 C.F.R. Section 374.503 defines the term "charter" as:  
  
*"...The term "special or chartered party" means a group of passengers who, with a common purpose and under a single contract, and at a fixed charge for the vehicle in accordance with the carrier's tariff, have acquired the exclusive use of a passenger-carrying motor vehicle to travel together as a group to a specified destination or for a particular itinerary."*
4. TEA 21's preemptions only apply to transportation considered to be charter operations, and do not apply to airport transfer services, special services, scenic tours, transit, or regular route intrastate transportation. Because the Conference Committee Report clarifies that TEA 21's preemptions do not apply to limousines, intrastate charter service by limousine is also not preempted. Consequently, all aspects of Nevada law applicable to these industry segments remain in full force and effect.
5. All existing certificates of public convenience and necessity to provide charter bus service remain in full force and effect. However, any geographic geographic restrictions contained therein are preempted.
6. Any carrier wishing to provide intrastate charter services by bus not holding a Certificate from the Authority or its jurisdictional predecessor, the Public Service Commission of Nevada, must first make application to do so pursuant to NRS 706.391 and NAC 703.165. In light of Section 4016's preemptions, applications for new Certificates shall be limited to providing information regarding operational fitness with regard to safety and insurance. Similarly, the Authority's review certificate transfer applications for intrastate charter bus service shall be limited to

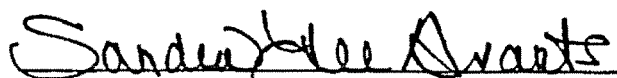
operational fitness in the areas of safety and compliance with the Authority's insurance requirements.

7. The Authority's regulations concerning the transfer of a Certificate articulated in NAC 706.386 through 706.395, as well as any applications made thereunder, are similarly limited by Section 4016.
8. Pursuant to NAC 703.595(1) and successor regulations regarding the requirements of petitions for leave to intervene, the direct and substantial interest that must accompany any petition for leave to intervene in an application for charter bus authority shall be limited to the applicant's operational fitness with respect to safety and insurance coverage.
9. Unless an applicant for a charter bus Certificate requests a hearing or a petition for leave to intervene is filed and granted, the Authority shall approve or deny such an application within 60 days of an accepted filing. Should the Authority's investigatory staff be unable to complete its investigation within 60 days, it shall request an extension from the Authority of that 60 day period at a regularly scheduled Agenda Meeting.
10. Based on the language of Section 4016(a)(1)(B), Nevada law concerning tariffs and their corresponding regulations appear to be preempted, with the exception of the 30 day filing requirement mandated by Nevada law. Consequently, NRS 706.311 through 706.356, save and except NRS 706.321(1) - (3), are not applicable to charter bus operations. Certificated charter bus carriers shall maintain tariffs with the Authority and shall file a notice of tariff amendment, in a manner which conforms to the Authority's regulations regarding the formatting and presentation of tariff sheets, pursuant to NRS 706.323(3).
11. The enforcement provisions of Nevada's passenger transportation laws, including the Authority's ability to impound uncertificated vehicles as articulated in NRS 706.476, are still in full force and effect for intrastate charter bus operations. It is the policy of the Authority to vigorously enforce its jurisdiction with respect to certification, both federal and state safety regulations, insurance coverage and tariff maintenance.
12. The Authority will work with the Nevada Legislature to implement further changes in Nevada law that are deemed necessary or desirable as a result of Section 4016 of TEA 21.
13. The Authority's staff is hereby directed to produce amended application forms and instructions for intrastate charter bus Certificate applications, Certificate transfer applications and tariff filings consistent with this Notice.

This Notice has been issued pursuant to the Authority's jurisdiction contained in NRS and NAC Chapters 703. and 706.

A copy of Section 4016 of TEA 21 and materials related to this docket are on file and available for viewing by the public at the offices of the Authority, the Grant Sawyer Building, 555 East Washington Avenue, Suite 4600, Las Vegas, Nevada 89101.

By the Authority,

  
SANDRA LEE AVANTS, Deputy Commissioner

Dated: Las Vegas, Nevada

(SEAL) October 5, 1998

#107 Public Comment

~~UBER.COM (https://www.uber.com/log-in)~~

SIGN UP (https://www.uber.com/sign-up)

BLOG HOME

(/)

CITY BLOGS

(/cityblogs)



SEARCH

LOS ANGELES

# INTRODUCING #VEGASONDEMAND

JANUARY 29, 2014  
POSTED BY SARAH



(<http://blog.uber.com/vegasondemand>)

**\*\*\*Update: This promotion is now available in Orange County from February 14 - March 1st at \$1300 a trip\*\*\***

We believe that Las Vegas is a city of possibilities, and for the next 30 days, starting Friday at noon, we're giving you endless possibilities with the tap of an app.

We're excited to announce we've partnered with The Cosmopolitan of Las Vegas

([http://www.cosmopolitanlasvegas.com?](http://www.cosmopolitanlasvegas.com?utm_source=Uber&utm_medium=Email&utm_campaign=VegasOnDemand)

[utm\\_source=Uber&utm\\_medium=Email&utm\\_campaign=VegasOnDemand](http://www.cosmopolitanlasvegas.com?utm_source=Uber&utm_medium=Email&utm_campaign=VegasOnDemand)) to bring you

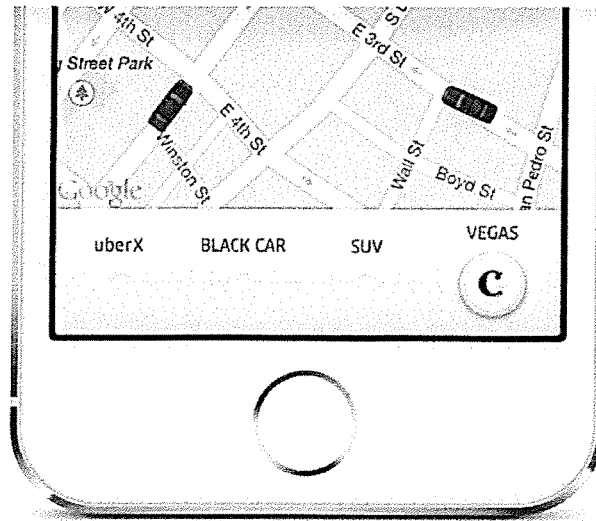
#VEGASONDEMAND (<https://twitter.com/search?q=%23vegasondemand&src=typd>)!

**This ultimate 24-hour VIP experience includes\*:**

- An UberBLACK ride for up to 4 people
- A one-night stay in a Terrace Studio at The Cosmopolitan
- Complimentary VIP access to Marquee Nightclub (<http://marqueelasvegas.com/>)
- A ride back to Los Angeles 24 hours later

The entire experience costs \$1200, which means that it's **only \$300 per person** when you fare split four ways. We won't judge you if you spend some additional funds at the blackjack table, though.





### How to have Vegas at your fingertips:

1. Pop open the Uber app for iPhone, Android, or Blackberry
2. Between January 31st and March 1st, request the "VEGAS" option via your app
3. An UberBLACK ride will roll up to your doorstep and you'll be on your way to an epic 24 hours in Las Vegas

### Win a free trip to Vegas:

We're also hooking up one lucky winner who will receive a two night stay at The Cosmopolitan, a roundtrip ride, and VIP access to Marquee Nightclub. Don't forget to tell your friends (<http://ctt.ec/Zzbm6>) and have them enter to win too. If they win they'll have no choice but to bring you!

Open your Uber app and enter the promo code "VegasOnDemand" to win!  
(<http://www.uber.com/go/vegasondemand>)

Winner must be at least 21 years old and will be announced on February 7th at noon! We'll notify the winner via email with instructions on how to redeem.

What happens in Vegas doesn't have to stay in Vegas! Tweet ([http://twitter.com/uber\\_la](http://twitter.com/uber_la)) us and tag @Uber\_LA on Instagram ([http://instagram.com/uber\\_la](http://instagram.com/uber_la)) with #VEGASONDEMAND so we can follow along.

Questions? Email us here (<http://t.uber.com/support>)!

\*Marquee Nightclub is open Friday, Saturday, and Monday each week. To get on the complimentary VIP list, please provide the names in your party at check-in. Each trip must have one pick up location- additional pick ups will be billed. You must adhere to 24 hours once your driver hits 'End Trip' in Las Vegas to guarantee a ride back. A member of your party must be at least 21 years of age to check-in and there will be a \$150 refundable deposit for any incidentals upon arrival. For more contest rules, click here (<http://blog.uber.com/wp-content/uploads/2014/01/Sweepstakes-Rules-LA-Vegas-on-demand-Final.pdf>).

## FAQ

### **What if I want to stay another day?**

This promo is only a 24-hour trip. If you would like to stay another day, you will have to work that out with your driver and the hotel. Your driver is not obligated to stay, and can leave back to LA if he/she chooses.

### **Is this available all the time?**

The promo begins 1/31 at 12:00 noon and goes til March 1st EOD. This will be available 24 hours 7 days a week during this time.

### **When is Marquee Nightclub open?**

Currently it is open on Friday - Saturday - Monday nights only.

### **What if I want to upgrade?**

You can absolutely upgrade! The Cosmopolitan will give you a call after the trip begins to confirm the bed type in your room. This is when you can tell them you would like to upgrade. Or you can always call 702-698-6171 (tel:702-698-6171) for VIP reception.

### **How do I know what kind of bed will be available in my room?**

The Cosmopolitan will give you a call after the trip begins to confirm the bed type in your room. You can choose from a king bed or 2 queens.

### **Can I bring more than 4 people?**

This promotion is only good for 4 total people in the room. Black car only holds 4 passengers. If you happen to get an SUV and bring an extra person, there will need to be an additional room purchased which will be through The Cosmopolitan. You can call 702-698-6171 (tel:702-698-6171) for VIP reception to set that up.

### **When does the 24 hours begin?**

Once you arrive at The Cosmopolitan!

### **Do I need a CC to check in?**

Yes - there will need to be a credit card put on file for a \$150 refundable deposit. Person who checks in needs to be 21+ of age.

### **How old do you have to be for this promo?**

There needs to be at least one person that is 21+ to check in.

### **What if I want my driver to drive me around in Vegas?**

Uber does not operate in Vegas. That would be something you have to work out with your driver off the Uber system.

### **Is Uber legal in Vegas?**

No we are not legal in Vegas. This promotion is legal because the trip starts in LA and ends in Vegas. The ride home to LA will be off the Uber system, but already paid for through the app when you arrive at the hotel.

### **When will I get charged the \$1200?**

Once you arrive at The Cosmopolitan in Las Vegas. The trip will end and card(s) will be charged.

### **How do I get in touch with my driver?**


You will be provided your driver's information with a series of text messages from Uber. This will also be alert you with how much time you have left in Vegas.


### **When is check in / out?**

Check in is 3:00pm and check out is 11:00am. If you are arriving or staying earlier or later than these time, please inform the VIP concierge services when they do the confirmation call after the trip has been booked.

COMMENTS: 35 ([HTTP://BLOG.UBER.COM/VEGASONDEMAND](http://blog.uber.com/vegasondemand)) / CATEGORIES: LOS ANGELES ([HTTP://BLOG.UBER.COM/LA](http://blog.uber.com/LA)), ORANGE COUNTY ([HTTP://BLOG.UBER.COM/OC](http://blog.uber.com/OC)) / TAGS: #VEGASONDEMAND ([HTTP://BLOG.UBER.COM/TAG/VEGASONDEMAND/](http://blog.uber.com/tag/vegasondemand/)), LAS VEGAS ([HTTP://BLOG.UBER.COM/TAG/LAS-VEGAS/](http://blog.uber.com/tag/las-vegas/)), THE COSMOPOLITAN ([HTTP://BLOG.UBER.COM/TAG/THE-COSMOPOLITAN/](http://blog.uber.com/tag/the-cosmopolitan/)), VEGAS ([HTTP://BLOG.UBER.COM/TAG/VEGAS/](http://blog.uber.com/tag/vegas/))

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## **Uber Vegas on Demand Sweepstakes Official Sweepstakes Rules**

**BY SUBMITTING AN ONLINE ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES PERIODS, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**NO PURCHASE (OR EVEN TAKING A RIDE WITH UBER) NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. INTERNET ACCESS AND ONLINE ENTRY IS REQUIRED. REGISTRATION FOR A USER ACCOUNT AT UBER.COM IS REQUIRED. VOID OUTSIDE OF THE STATE OF CALIFORNIA, AND WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

Uber Technologies, Inc. ("Uber") is offering the "Vegas on Demand Sweepstakes" (the "Sweepstakes"). The Sweepstakes is subject to these official rules (the "Official Rules"), and by entering, entrant ("Entrant") agrees to be bound by them and the decisions of Uber, which are final and binding in all respects.

**1. Eligibility:** The Sweepstakes is open to legal residents of the State of California who are 21 years of age or older at the time of entry who are existing or become new registered users of the Uber service in the Los Angeles, Orange County, or Ventura County, California area and who receive a promotional code for the Sweepstakes ("Promotional Code") via email, blog post or social media. VOID WHERE PROHIBITED. Employees, officers and representatives and members of the immediate family members (*i.e.*, parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Uber and its affiliated companies, parent companies, subsidiaries, participating promotional partners, Uber partners and their drivers, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Sweepstakes (the "Sweepstakes Entities") are not eligible.

**2. How To Enter:** The Sweepstakes begins on or about 9:00 am Pacific Time ("PT") on or about January 24, 2014 and ends at 11:59:59 am PT on January 31, 2014 (the "Sweepstakes Period"). An Uber user account is required to enter the Sweepstakes, so entrants must either have an existing Uber user account or must activate a new Uber user account to enter the Sweepstakes. To enter, during the Sweepstakes Period, visit uber.com or download the free Uber mobile application (if you do not already have it) and either (a) sign in to your Uber user account or (b) complete the registration process to activate an Uber user account by providing the following information: first name, last name, a valid email address, password and mobile telephone number (including area code); then, follow any on-screen entry instructions to enter your Promotional Code and submit an entry into the Sweepstakes. Each Entrant who is activating a new Uber account will also be required to enter valid credit card information to register for an Uber user account, but Entrants are not required to spend money or request a ride with the Uber service to enter the Sweepstakes.

Upon activation of the Entrant's new Uber user account and entry of the Promotional Code, each eligible Entrant will receive one (1) entry in the Sweepstakes. Uber's computer is the official timekeeping device for entry in the Sweepstakes. All entries must be received by 11:59 PT on January 31, 2014. There is a limit of one entry per person. Normal time rates, if any, charged by the Entrants' Internet service or mobile provider will apply.

The odds of winning depend on the total number of eligible entries received within the Sweepstakes Period.

When submitting their entry, Entrants are required to provide complete and truthful information. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Uber's sole and absolute discretion. Entries submitted by persons who do not meet the eligible requirements (including all requirements with respect to age and residence) are void. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person's agents. Uber will disqualify any entry from individuals who do not meet the eligibility requirements. All entries submitted in compliance with these Official Rules and not disqualified or void are considered "Eligible Entries." All entries are the property of Uber.

By entering the Sweepstakes, Entrants: (a) agree to be bound by these Official Rules and by the interpretation of these Official Rules by Uber and by the decisions of Uber, which are final and binding in all respects; (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless the Sweepstakes Entities from and against any claims, injury or damages arising out of or relating to participation in the Sweepstakes and/or the use, misuse or redemption of the Prize, and for any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Sweepstakes, the Prize, or Uber's advertising and marketing related to the Sweepstakes, Entrants or the Winner. Winning the Prize is contingent upon fulfilling all requirements set forth herein. Winner's guest, if any, will also be required to agree to such a release.

**4. Prize:** One (1) Prize is available to be won. The "Prize" shall be awarded to the Winner (defined below) of the Sweepstakes. The Prize consists of the following: Winner will receive a two-night stay at the Cosmopolitan Hotel of Las Vegas; round-trip transportation in a private car from a location in the Los Angeles area to Las Vegas; VIP access for Winner and one (1) guest to the Marquee Las Vegas; and a \$150 food and beverage credit at the Cosmopolitan Hotel of Las Vegas. The approximate retail value ("ARV") of each Prize is: \$2000.

The total ARV of all prizes offered in the Sweepstakes is: \$2000. If for any reason the Prize is unavailable or the Prize or related event is delayed, cancelled or postponed, or for any other reason, Uber reserves the right to modify the Sweepstakes in its sole discretion and award a substitute prize, or portion of prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. The VIP access to the Marquee Las Vegas may only be redeemed on nights when the Marquee is open; if Winner's visit does not include a night that the Marquee is open, this part of the Prize cannot be redeemed, and no substitution will be made. The Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. In the event a potential Winner cannot accept the Prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries. All costs and expenses not specifically listed above as part of the Prize are solely Winner's responsibility. The Prize is provided "as is". Entrants acknowledge that the Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize, including any implied warranty of merchantability of fitness for a particular purpose. Any prize pictured in advertising and other Sweepstakes materials are for illustrative purposes only. The Winner's deadline for redemption of the Prize is March 1, 2014 and all travel pursuant to the Prize must be completed by May 1, 2014.

The value of the Prize will be taxable to the Winner as income. An IRS Form 1099 and W9 will be issued in the name of the Winner for the actual value of the Prize awarded. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Prize not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the prize, in whole or in part, is used).

**5. Winner Selection and Notification:** The potential "Winner" for the Sweepstakes will be determined via random drawing, from all Eligible Entries received during the Sweepstakes Period. Winner will be chosen within one (1) week of the end of the Sweepstakes Period. The Prize will be awarded to the authorized account holder of the email address submitted with the entry regardless of the individual who submitted the winning entry. The authorized account holder is the person who is assigned to the e-mail address by an Internet service provider or other organization that is responsible for assigning e-mail addresses or the domain names associated with e-mail addresses. The potential Winner will be notified within three (3) business days of the drawing. The potential Winner will be notified by email (at the email address provided with the entry), and will be required to confirm his/her email address. If the potential Winner cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm his/her email address within three (3) days from when the initial notification email is sent, the potential Winner forfeits the Prize, and an alternate potential Winner will be randomly drawn from all remaining Eligible Entries received during the Sweepstakes Period. If the alternate potential Winner is unable to accept the Prize, the Prize is forfeited and another alternate potential Winner will be randomly drawn from all remaining Eligible Entries received during the Sweepstakes Period. This Winner selection and notification process shall be continued until a Winner is confirmed. If the Prize or a prize notification is returned as undeliverable, the Prize will be forfeited and an alternate potential Winner will be randomly drawn.

**6. Winner Verification:** Each potential Winner may be required to prove eligibility, including, without limitation, proof of age, residence and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification within three (3) days of being notified of being a potential Winner.

A potential Winner (or any alternate potential Winner if one must be selected) is not official and shall not be confirmed as the Winner until he/she has completed, signed and returned documentation required by Uber — including a notarized Affidavit of Eligibility, release of liability, (except where prohibited) publicity release form, and a

completed IRS W-9 form, and the eligibility of the potential Winner has been verified. Forms must be received within thirty (30) days after notification of winning. If a potential Winner does not complete all forms necessary within the time given and/or in the event of non-compliance by a potential Winner, such potential Winner shall be disqualified and shall forfeit the prize, and all privileges otherwise due as a Winner shall be terminated and an alternate potential Winner will be chosen in a random drawing from among all of the remaining Eligible Entries.

Provided that a potential Winner is in compliance with the Official Rules and after having successfully proven eligibility, the potential Winner will be determined to be a Winner. Uber expressly reserves the right to delay the announcement of the Winners for any reason it deems necessary. In addition, Uber reserves the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules.

If, for any reason, more bona fide winners come forward seeking to claim the Prize in excess of the Prize for the Sweepstakes available as set forth in these Official Rules, the Winner of the Sweepstakes' Prize available may be selected in a random drawing from among all persons making purportedly valid claims for each such Prize. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential Winners.

**7. Liability Release and Indemnity:** By entering the Sweepstakes, Entrant agrees that Uber, any other Sweepstakes Entities, and each of their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives are indemnified, released and will be held harmless by Entrant from any and all liability, for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize. The Prize is offered and provided "as is" with no warranty or guarantee by Uber, either express or implied.

By participating in the Sweepstakes, each Winner acknowledges that the Sweepstakes Entities have not and will not obtain or provide automotive or other insurance of any kind relating to the Prize and that the Winner will be responsible for obtaining and paying for automotive, accident, property, life, travel, or other form of insurance relating to the Prize that the Winner deems appropriate.

Entrants agree to indemnify and hold harmless the Sweepstakes Entities from any and all liability arising out of or relating in any way to Entrant's participation in the Sweepstakes and to release all rights to bring any claim, action or proceeding against the Sweepstakes Entities arising out of participation in the Sweepstakes, use of the Sweepstakes website(s), or receipt or use of the Prize or any other prize, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any prize (including, without limitation, any travel or Uber trips or rides taken by Entrant in connection with using the Prize). Entrants assume all liability for an injury or damage caused, or claim to be caused, by participation in the Sweepstakes, the use of the Sweepstakes website(s), or the acceptance, receipt, or use of any prize or prize component. Entrants further agree that in any cause of action, the Sweepstakes Entities' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Sweepstakes Entities be liable for attorney's fees.

The Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Sweepstakes, or other errors appearing within the Official Rules or in the Sweepstakes related advertisements. The Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the Prize and Winners, the delivery of any Prize, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site including uber.com, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Uber reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner or the Sweepstakes Entities into disgrace; (iv) to have provided inaccurate information on any legal

documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Grant of Rights.** By entering, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, and any video footage related to the Prize, for Uber's advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

**9. General Terms.** The Sweepstakes Entities are not responsible if the Sweepstakes cannot take place, or if the Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Sweepstakes Entities. If, for any reason the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sweepstakes Entities, which, in Uber's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Uber reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes or any part of the Sweepstakes. If the Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing date of the Sweepstakes, notice will be posted on uber.com. If time permits and the Prize will be awarded to a potential Winner to be selected in a random drawing from among all of the remaining uncorrupted Eligible Entries received prior to any such event outside of the reasonable control of Uber. Uber reserves the right to modify and amend these Official Rules from time to time during the Sweepstakes for clarification purposes.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, UBER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Uber's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Sweepstakes-related materials, privacy policy or terms of use on a website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Uber's sole and absolute discretion.

**10. Privacy:** All information submitted by Entrants and collected by Uber in connection with Entrant's entry will be subject to and will be treated in a manner consistent with Uber's web site Terms and Conditions accessible at: <https://www.uber.com/legal/terms> and Uber's User Privacy Policy available at: <https://www.uber.com/legal/privacy>. By participating in the Sweepstakes, Entrants hereby agree that Uber may collect and use their personal information submitted with the entry, and acknowledge that they have read and accepted the Uber User Privacy Policy. Among other things, the information you provide may be used for sending Entrants company updates and announcements about Uber and its products and/or services.

**11. Binding Arbitration:** Except where prohibited by law, Entrant agrees: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) any dispute, controversy or claim arising out of or relating to the Sweepstakes or any prize awarded shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect; (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the AAA Rules, in San Francisco County, California; (4) unless both Entrant and Uber agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding; (5) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (6) any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

**12. Governing Law:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Uber in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the California law without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

**13. Request for Name of Winner and Official Rules:** All requests for a copy of the Official Rules and for the names of the Winners must be made by March 1, 2014. For the name of the Winners and/or Official Rules: (i) send a self-addressed, stamped envelope postmarked to Uber Vegas on Demand Sweepstakes, 182 Howard Street #8, San Francisco, CA 94105, Attn: Legal; and (ii) write "Winners' Names" and/or "Official Rules" on the lower left hand corner of the envelope.

**14. Sponsored and Administered by:** This Sweepstakes is sponsored and administered by Uber Technologies, Inc., 182 Howard Street #8, San Francisco, CA 94105.